

# **EXHIBIT 2**

**SUBCONTRACT AGREEMENT**

1490 S. Price Rd. Suite # 211  
 Chandler, AZ 85286  
 Phone: (602)900-1551 X9013  
 Mobile: (520)678-2164

**SUBCONTRACT AGREEMENT ("Subcontract") MADE BETWEEN KOMAN Construction, LLC (KC) and:**  
 (Include name, address, phone and fax #'s below; also, include Subcontractor's remit to address if different)

L&J Contractors, Inc.  
1824 Piney Ln.  
Gautier, MS 39553  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ATTN: Lucas@ljcontractorsinc.com  
 Phone (520)221-5326  
 Fax N/A

Federal Tax ID # 32-0581489

DUNS # 081193566

Date: November 1, 2018  
 Subcontractor # KC-CBP-EP-21  
 Job # CBP-EP-001  
 Job Name FM DRT – Eagle Pass Repairs  
Eagle Pass CBP  
Eagle Pass, TX  
 Contract #: 70B01C18C0000170

**1. THE PROJECT.**

Owner: DHS - Customs & Border Protection (CBP)

General Contractor: KOMAN Construction, LLC

**2. THE WORK.**

Subcontractor shall furnish anything necessary to complete in place the Electrical / Framing / Sheetrock / Finishes / Flooring / Ceilings / Demolition  
Concrete / Cabinets / Painting / All wall mounted fixtures / Doors / Hardware / Frames / Floor leveling / Wall Blocking / Lighting / Fencing / Roofing / Caulking  
Provide all architectural and electrical work to provide compliant and complete areas in accordance with the RFP and the final WP Design. Provide everything with  
exception of Design. Includes all debris removal for the entire project.  
 work in strict accordance with the Contract Documents. If the subcontractor is union, he shall include all work claimed by his union in his subcontract price.

**3. INDEMNITY AND INSURANCE.**

Subcontractor agrees to defend, indemnify and hold harmless KC, GC and/or Owner and their agents and employees, from and against any claim, cost, expense or liability (including attorney's fees) attributable to bodily injury, sickness, disease or death, or damage, loss or destruction of property (including loss of use thereof), caused by, arising out of, resulting from or occurring in connection with the performance of the Work by Subcontractor, its subcontractors, or their agents or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor's duty hereunder shall not arise if such injury, sickness, disease, death, damage or destruction is caused by the sole negligence of a party indemnified hereunder. Subcontractor's obligation hereunder shall not be limited by the provisions of any workman's compensation or similar act, or by the provisions, scope of limitations of any insurance requirements or coverage.

Should GC, Owner or any other person assert a claim or institute a suit, action, or proceeding against KC involving the manner or sufficiency of the performance of Subcontractor's work, Subcontractor shall, upon request of KC, promptly assume the defense of such claim, suit, action, or proceeding, at Subcontractor's expense, and Subcontractor shall indemnify and hold harmless KC and its agents and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action or proceeding.

Said indemnity shall be insured from an acceptable insurance carrier naming KC and any other parties required by the Contract Documents as an additional insured for limits required by the Contract Documents, unless the limits set forth below are greater, in which case the limits set forth below shall be required:

Before Subcontractor does any work at, or delivers material to the project site, the Subcontractor shall provide Certificates of Insurance evidencing coverage in amounts not less than required by the Contract Documents or as follows whichever limits are greater:

**WORKERS COMPENSATION & EMPLOYER'S LIABILITY****LIMIT**

Workers Compensation coverage for the state in which the project is located

Each Accident

Disease Policy Limit

Disease Each Person

Statutory

\$500,000

\$500,000

**COMMERCIAL GENERAL LIABILITY**

A broad form Commercial General Liability policy written on an occurrence form that will respond on a primary and non-contributory basis for the following coverage: Premises Operation, Independent Contractors, Explosion, Collapse & Underground, Broad Form Contractual Liability, Personal Injury Liability (with employee and contractual exclusions deleted), and Products/Completed operations for a period of not less than three years after completion of the project.

	LIMIT
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Personal Injury Liability	\$1,000,000
Products/Completed Operations	\$2,000,000

#### COMMERCIAL AUTOMOBILE LIABILITY

Providing coverage for Owned, Hired, Rented and Non-Owned automobiles.	LIMIT
Bodily Injury & Property Damage - Combined Single Limit	\$1,000,000

#### UMBRELLA LIABILITY

Written in excess of the insurance coverages provided by the above policies, on an occurrence form, with terms & conditions at least as broad as the coverage provided in the above policies.

	LIMIT
Each Occurrence	\$1,000,000
Aggregate Per Project	\$1,000,000

#### PROPERTY INSURANCE

Covering all materials, equipment, and the work itself, including property in transit or in temporary storage away from the project site, in a limit equal to the full value of the Subcontract.

PROFESSIONAL LIABILITY (E&O) for A/E subs, if applicable,	LIMIT
	\$1,000,000.00

All policies except Workers Compensation, and E&O, if applicable, will be endorsed to include KC as an Additional Insured for both Premises and Completed Operations. Certificates of Insurance shall reference the specific project and state "KC (and any other parties required by the contract documents) are named as Additional Insured for both Premises and Completed Operations on General Liability and Umbrella Liability coverages."

Subcontractor and its insurance carriers waive all rights of subrogation against KC and all other additional insureds, and shall evidence such waiver on the Certificate of Insurance. At least 30 days written notice shall be given to KC prior to the cancellation, non-renewal or material modifications to any of these policies.

The Subcontractor shall submit insurance certificates to KC before beginning work, but in no event later than 30 days after signing contract. Subcontractor acknowledges and agrees that One Hundred Dollars (\$100) of the Subcontract Price represents specific consideration paid to the Subcontractor for all indemnifications from Subcontractor hereunder.

#### 4. BONDS.

The Subcontractor shall or shall not (circle one) furnish performance or payment bonds each with a penal sum equal to the Subcontract Price in satisfactory form and substance from a satisfactory Surety (which at a minimum, must be an approved Surety for bond limits described in U.S. Treasury Circular 570), which bonds shall carry the Surety's consent to waive notice or approval of changes in scope price and time of performance and any other terms necessary to conform to the requirements of the Contract Documents.

Furnishing of the said bond shall be a condition precedent to KC's obligation to release partial payments. Subcontract Price includes the sum of 0.00 / Bond is Waived, but 10% retention will be held in place of a bond. to cover the Subcontractor's cost for the Bond.

#### 5. THE CONTRACT DOCUMENTS.

- A. The Contract Documents for this Subcontract consist of the six pages of this Agreement and the following list of documents all of which are incorporated by reference and made a part hereof:
1. All exhibits and attachments hereto;
  2. The agreement between the Owner and KC, including all general and supplemental conditions if any;
  3. Where applicable, the agreements between the Owner and the General Contractor, and the General Contractor and KC (if KC is not the General Contractor) Note: Whenever in this Subcontract reference is made to "Owner and/or GC" it shall mean the Owner, as identified in Article 1, above, unless KC has contracted with a General Contractor, in which case it shall mean both Owner and General Contractor, as the context shall require.
  4. Attachments A and B
  5. Davis Bacon Wage Determination: modification in force at the time the RFP is issued, TX180234 03/23/2018 TX234
- B. The Work to be performed by Subcontractor specifically includes but is not limited to the following specification sections and contract drawings:
- Attachments A and B
- \_\_\_\_\_
- \_\_\_\_\_

#### 6. SPECIAL NOTES.

- A. A complete set of 1 electronic and 5 hard copy submissions for Architect/Engineer approval of this Subcontract work shall be submitted by the Subcontractor to KC not later than 10 days from contract award as required by the Scope of Work and shall include without limitation the following items:

Schedule for the Work, Schedule of Values, Material Data, Shop Drawings, Material Safety Data Sheets, submittals. Close out Documents will be requested at a later date as seen in the contract schedule. This includes O&M's

- B. If, in addition to Attachments A and B a scope sheet is attached to this Subcontract, such scope sheet is made a part of the Contract Documents:

#### 7. THE SUBCONTRACT PRICE.

As full and complete compensation for performance of this Subcontract, KC agrees to pay the Subcontractor in current funds for the satisfactory performance of the Work, subject to all applicable provisions of this Subcontract, the fixed price of:

Five Hundred Eighty-Seven Thousand Eight Hundred Fifty and 00/100.

Dollars (\$587,850.00)

subject to additions or deductions as provided in this Subcontract.

8. FLOW-DOWN RELATIONSHIP. The Subcontractor agrees to be bound to KC in the same way KC is to the Owner and/or General Contractor (GC) and shall bear all rights, obligations, benefits and liabilities with respect to KC as KC has with respect to the Owner and/or GC, except that this Subcontract shall govern any inconsistent provision of the Contract Documents, provided however, where the obligations of KC to the Owner and/or GC under the Contract Documents differ from the obligations of the Subcontractor under this Subcontract, the Subcontractor's obligations shall be no less stringent than KC's obligations.

9. PRICE AND PAYMENT. The Subcontract Price shall be paid in partial payments, after receipt by KC from the Owner and/or GC, to Subcontractor in trust for the payment by Subcontractor for work in place and material on jobsite. Actual receipt by KC of payment for Subcontractor's work is an express condition precedent to KC's obligation to make payments to Subcontractor. Ten percent (10%) retention shall be withheld until final payment is due, except that retainage may, at KC's sole discretion, be reduced in the same fashion that Owner/GC's retainage withheld from KC is reduced. Final payment shall be due after completion of all work, acceptance by the Owner, compliance with all subcontract obligations and receipt of final payment from the Owner, which items shall be conditions precedent to the making of final payment to Subcontractor. KC must receive satisfactory proof of payment for labor, material and services used before any payment becomes due.

Material paid for shall belong to KC but shall remain in the care, custody and control of Subcontractor and stored at Subcontractor's risk. Subcontractor shall furnish guarantees and all other documents required by the Contract Documents for the Subcontractor's work, including releases as a condition precedent for payment.

Liquidated damages or other reductions in progress payments withheld by Owner and or GC from KC may will be assessed against and withheld from Subcontractor for delay or any other damages which may, in KC's reasonable opinion be attributable to Subcontractor's fault, acts or omissions, or failure to satisfactorily perform the Work.

The Subcontractor shall itemize the subcontract price as a basis for establishing value of work completed and partial payments. This Schedule of Values must include line items for as-built drawings, punchlist and O&M manuals unless otherwise agreed in writing. If at any time, KC in its sole judgment, or at the direction of the Owner or GC, determines that the portion of the Subcontract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payment will be due Subcontractor unless and until Subcontractor performs a sufficient portion of the Work so that the Subcontract Price then remaining unpaid is determined by KC to be sufficient to complete the Work in accordance with the Contract Documents. No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the Work to which such partial payment relates to or to relieve Subcontractor of any of its obligations hereunder with respect to such Work.

#### 10. SHOP DRAWINGS, SAMPLES AND DATA SUBMISSIONS.

All submittals such as shop drawings, catalogs, samples and material lists required by the Contract Documents which pertain to Subcontractor's work shall be furnished complete and timely. Subcontractor shall be responsible for delays because of failure to do so and for any deviation from plans and specifications.

All proposed deviations from the Contract Documents must be noted clearly on the submittals and by separate cover letter, the Subcontractor shall state reasons for the proposed deviation and refer to the applicable provision allowing such deviation in the Contract Documents. No such proposed deviation shall be approved without the consent of Owner as provided in the Contract Documents.

11. TIME IS OF THE ESSENCE. Subcontractor shall proceed with work at no extra cost to KC, at such time and in such sequence as KC may direct including overtime performance as necessary and as required by the project schedule which may be subject to change as working conditions require. Payments due may be withheld to insure timely progress and completion of work.

The Subcontractor shall be liable for all losses and damages incurred by KC, whether direct or consequential and including, without limitation, actual or liquidated damages assessed against by Owner and/or GC due to delay of the Subcontractor in the performance of the Work.

12. EXTENSIONS OF TIME. For any delay which is or may be attributable to the Owner and/or GC, Subcontractor shall be entitled to an extension of time for performing and completing its Work upon the same terms and conditions an extension of time is allowable, but only to the extent a time extension is actually allowed to KC by Owner and/or GC under the terms of the Contract Documents on account of Subcontractor's delay. Notice of the potential or actual excusable delay shall be given to KC in writing within five (5) calendar days from the day the Subcontractor becomes, or should become aware of the delay or from the beginning of said delay, whichever is first, in order that KC may in turn notify the Owner and/or GC, unless a shorter time for notice is required in the Contract Documents, in which case the shorter time shall apply. If notice is not timely given said excusable delay shall be considered waived by Subcontractor. The Owner or GC's decision with regard to the delay, including the assessment of liquidated damages, shall be binding upon and chargeable to the Subcontractor, subject only to the disputes procedure provided in Article 19A, Disputes and the Contract Documents.

13. DAMAGES FOR DELAY, ACCELERATION, INEFFICIENCY. KC shall not have any liability to Subcontractor for any delay, acceleration, or inefficiency damages or claims resulting or arising from any act or omission of KC, KC's subcontractors or KC's vendors; or any other cause except as specifically provided immediately below for damages or claims due to Owner or GC acts or omissions.

Damages due to Owner and/or GC delay Subcontractor's sole remedy for delay, acceleration, or inefficiency damages arising out of acts or omissions of the Owner and/or GC, or error or omissions in the Contract Documents shall be the amounts KC recovers against the GC or Owner, for "pass-through" claims and only if Subcontractor timely notifies KC of such claims and timely submits to KC such claims. If, in the discretion of KC, any alleged delay, acceleration or inefficiency damages or claims by Subcontractor are not recoverable against the Owner or GC, KC shall have no obligation to "pass through" such claims. KC's good faith exercise of its sole discretion in determining that such damages or claims are not recoverable against Owner or GC shall NOT result in liability to KC for any claims or damages.

14. SCHEDULE. If requested, Subcontractor agrees to meet with and/or provide to KC detailed information for KC to prepare job schedules, including cost loaded schedule information, at no additional cost to KC. Subcontractor shall provide any notice, time extension, or time related claim information required by the Contract Documents.

15. DEFAULT. Should Subcontractor at any time: (a) fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantities and of sufficient quality to perform the Work with skill, conformity, promptness and diligence required hereunder, (b) cause stoppage or delay of or interference with the Project work, (c) become insolvent, or (d) fail in the performance or observance of any of the covenants, conditions, or other terms of this Subcontract, then in any such event, each of which shall constitute an event of default hereunder by Subcontractor, KC shall, after giving Subcontractor written notice of default and five (5) calendar days within which to cure such default,, have the right to exercise any one or more of the following remedies:

(i) require that Subcontractor utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequence of any delay attributable to Subcontractor's default;

(ii) as an alternative to terminating the Subcontract as provided in Subsection 15(iii) below , and upon 48 hours further written notice, remedy the default by whatever means KC may deem necessary or appropriate, including, *but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor)* and deducting the cost thereof (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) from any monies due or to become due to Subcontractor hereunder;

(iii) terminate Subcontractor's performance under this Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, plant, tools, scaffolds and appliances of Subcontractor relating to the Work, for the purposes of completing the Work and securing to KC the payment of its costs (plus an allowance for administrative burden equal to fifteen (15%) percent of such costs) and any other damages caused by Subcontractor, it being intended that KC shall, for the stated purposes, be the assignee of and have a security interest in the property described above to the extent located on the Project site (and KC may at any time file this Subcontract as a financing statement under applicable law); and

(iv) recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by KC or by reason of or as a result of Subcontractor's default or KC's actions hereunder.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity including KC's right of setoff and collection of any funds which may be due Subcontractor under this or any other subcontract with KC, or any of its affiliates, divisions or joint ventures.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work and payment therefor by Owner and/or GC, KC shall promptly pay Subcontractor any balance of the Subcontract Price. In the event a termination of Subcontractor's performance under this Subcontract for default is subsequently determined by an arbitration panel or a court of competent jurisdiction to be wrongful, then such termination shall be deemed to have been a terminated by KC without cause under the provisions of Paragraph 30, Termination for Convenience, and the compensation due Subcontractor, if any, shall be determined accordingly.

Except as limited by this Subcontract, Subcontractor shall have the rights and remedies available at law or in equity for a breach of this Subcontract by KC. Any default by shall be deemed waived unless Subcontractor shall have given KC written notice thereof within seven (7) days after the occurrence of such default. Subcontractor shall not be entitled to stop the Work or terminate this Subcontract on account of KC's failure to pay an amount claimed due hereunder (including changed or extra work) so long as Subcontractor shall not have adequately substantiated the amount due or so long as a good faith dispute exists as to the amount due. Subcontractor shall not be entitled to stop the Work on account of a default by KC.

16. EXTRA WORK. Only extra work authorized by KC as an extra in writing shall be paid for. If the extra work does not originate from Owner's or GC's direction and there is not prior agreement on price then Subcontractor shall be paid for the costs of said work plus ten percent (10%) for overhead, profit, supervision and small tools, which will constitute the entire amount due to Subcontractor for the extra work.

17. OWNER/GC CHANGES. Changes ordered or extra work directed by Owner and/or GC shall be performed and paid for in accordance with the applicable terms of the Contract Documents including all rights of dispute and appeal, provided reservation and exercise of said rights do not interfere with the progress of the Work. If the work of several parties is included in one change, Subcontractor will receive its prorated share of the change order amount settled with the Owner/GC as determined by KC.

18. CONTRACT INTERPRETATION. KC's interpretation of Subcontract requirements shall be binding upon Subcontractor and complied with except that Subcontractor shall have the right to claim adjustment of the Subcontract amount because of said interpretation, only if Subcontractor disputes in writing, said interpretation within five (5) days after receiving said interpretation and/or directive from KC.

19. DISPUTES. In the event of any dispute or claim by Subcontractor hereunder, notice in writing of such dispute or claim shall be given to KC no later than seven (7) days following the event, decision or other action out of which the claim arises, or such lesser period as may be required under the Contract Documents. Such notice

shall describe such dispute or claim in detail. If Subcontractor fails to provide such written notice, the claim or dispute and all monetary and other relief associated therewith shall be deemed as waived and abandoned by Subcontractor.

A. If any such claim or dispute as to which notice is given by the Subcontractor as above provided arises in whole or in part out of the Contract Documents or an act or omission of the Owner or GC, or any other claim for which the Owner and/or GC may have responsibility then Subcontractor's rights as to such dispute or claim shall be determined solely by applicable provisions of such Contract Documents including any dispute procedures therein. In the event that it is necessary to commence any action or proceeding against the Owner or GC to implement Subcontractor's rights as above described, then KC agrees to, in its sole discretion, either initiate such proceeding on Subcontractor's behalf, or permit Subcontractor to initiate such proceeding in KC's name, upon Subcontractor's written request; provided, however that Subcontractor shall provide any certifications required by the Contract Documents. Subcontractor, and its sureties, shall be bound to KC to the same extent that KC is bound to Owner and/or GC by the Contract Documents and by any decisions or determinations made under the Contract Documents by any board, court or arbitration panel. Nothing herein shall require KC to certify a claim under a government contract when it cannot do so in good faith. Subcontractor shall be responsible for the prosecution of any such proceeding at its own cost and expense.

B. If any such claim or dispute as to which notice is given by the Subcontractor as above provided does not involve the Contract Documents, or acts or omissions of the Owner, or GC then it shall be determined as follows: KC shall render a written decision within 30 days from receipt of the written notice of such claim or dispute. If Subcontractor does not accept or agree with such decision (or any part thereof) it shall so notify in writing KC within seven (7) days and the parties shall exert reasonable and good faith efforts to reach a satisfactory resolution. If Subcontractor fails to so notify in writing KC within seven (7) days said claim or dispute shall be considered waived by Subcontractor. If such efforts are unsuccessful, then either party may elect to commence a legal action against the other in an appropriate court of law consistent with the provisions of Paragraph 36 herein. Alternatively, KC may in its sole discretion, elect to initiate formal arbitration of such claim or dispute in accordance with the Construction Industry Rules of the American Arbitration Association and the parties agree to be bound by and to comply fully with the decision rendered in such arbitration which shall be final and may be entered in any court of competent jurisdiction.

Subcontractor agrees that any cause of action which it may have against KC and its surety on a payment bond, or against the GC and its surety on a payment bond, shall be stayed after any such payment bond action is filed in court, pending exhaustion of the disputes remedies referenced herein. The parties agree that this provision shall not be considered a waiver of Subcontractor's payment bond rights but an agreement that those rights will be enforced in a court only after the disputes procedures referenced herein are exhausted. This provision shall be for the benefit of KC's surety or the GC's surety, regardless of whether KC or the GC is made parties to the payment bond action.

The pendency of any such claim or dispute shall not suspend or stay in any manner the obligations under this Subcontract and Subcontractor shall continue the Work hereunder without interruption.

DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY, INCLUDING ANY SUIT AGAINST KC'S PAYMENT BOND SURETY OR GC'S PAYMENT BOND SURETY.

20. ENCUMBRANCES. Subcontractor shall turn the Work over to KC in good condition and free and clear of all claims, encumbrances, or other liens and shall defend, indemnify and hold harmless KC and GC/Owner from all claims, encumbrances or liens arising out of the performance of the Work. The Subcontractor shall, at its own cost and expense (including attorney's fees), defend all suits to establish such claims, and pay any such claims or liens so established. In the event of failure by the Subcontractor to comply with this requirement, KC may, at its sole discretion, bond off or take such other measure to secure the release of any such encumbrances or liens, and all costs of such action(s), including attorney's fees incurred by KC, shall be charged to the account of the Subcontractor.

In the event a subcontractor or supplier to Subcontractor shall file a claim of nonpayment against KC's payment bond or file a lien against the Project, the Subcontractor shall obtain the withdrawal of the claim of nonpayment or bond off the lien within ten (10) days of its receipt of a demand to do so by KC. Subcontractor's failure to comply with such a demand shall constitute an event of default in accordance with Paragraph 15, entitling KC to all remedies there provided, including the right to terminate this agreement.

Subcontractor shall, as often as requested by the Owner or by KC, furnish a sworn statement identifying all parties who have furnished or are furnishing labor or materials to the Subcontractor with their names and addresses and amounts due or to become due each of them. Like statements may, at KC's option, be required from any sub-subcontractors or suppliers of the Subcontractor.

Subcontractor shall furnish KC, if requested, evidence of the payment of all bills and expenses incurred by the Subcontractor for labor, services, equipment and materials used by the Subcontractors, or any other liability incurred by the Subcontractor in any way, for the purpose of using the same on or about the Project. If requested by KC, Subcontractor shall also furnish written releases, in form acceptable to KC, from all persons, firms, or corporations that have furnished to the Subcontractor, any labor, services, equipment and materials, whether on or for the Project, and written releases of liens and claims of nonpayment, in a form acceptable to KC, from all persons, firms and corporations that may have in any way had any dealings or agreements in connection with the Work of the Subcontractor.

Any and all transportation tax, sales tax, use tax or any other tax that might accrue through the purchase of materials or amounts paid for labor by the Subcontractor or occasioned by performance of this Agreement, shall be borne and paid for by the Subcontractor, and are included in the Subcontract Amount.

21. BACKCHARGES. All backcharges assessed by KC against the Subcontractor shall be deemed accepted unless rejected in writing within seven (7) days. A 10% administrative fee will be added to the cost of all backcharges and paid by Subcontractor.

22. PLANT AND CLEANUP. Subcontractor shall provide its own plant and facilities, including scaffolding and hoists, do its own cleanup and repair or replace its damaged, defective and defaced work. The Subcontractor shall cleanup and remove from the site all of its rubbish, debris, etc. on a daily basis, unless KC directs otherwise. Upon completion of the Subcontract work, Subcontractor must immediately remove all Subcontractor's materials, equipment, etc. from the jobsite. Failure to comply will permit KC to do so and backcharge Subcontractor for the cost. If Subcontractor uses KC's hoists, scaffolding or facilities, it will be responsible for the operating expenses of such equipment when in use for Subcontractor's benefit and shall use any such hoists, scaffolds or facilities as is, at its own risks.

23. **BANKRUPTCY AND DELINQUENT TAXES.** In the event of Subcontractor's bankruptcy, receivership, insolvency, general assignment for the benefit of creditors or of claims filed against KC or its surety or notices or levies involving tax delinquencies being served upon KC by reason of Subcontractor's non-payment thereof, KC shall have the right to withhold payments due Subcontractor hereunder or under any other subcontract with KC, or any of its affiliates, divisions or joint ventures and apply the same to secure performance of the Subcontract and shall be further entitled to reimbursement from Subcontractor for any and all losses and expenses, including reasonable counsel fees incurred as a result of such event without prejudice to all other rights against Subcontractor or its surety. It is further recognized that, such event or events could impair or frustrate Subcontractor's performance of this Subcontract. Accordingly, it is agreed that upon the occurrence of any such event, KC shall be entitled to request of Subcontractor or its receiver or court-appointed successor adequate assurances of future performance. Pending receipt of adequate assurances of performance and actual performance in accordance therewith, Contractor shall be entitled to take over the Work pursuant to the provisions of Article 15 above following notice to Subcontractor.

24. **RESPONSIBILITY FOR WORK IN PLACE.** The Subcontractor shall check all work performed by others necessary to receive the Subcontractor's work. Failure to give notice of any discrepancy shall relieve KC of any responsibility therefor. The Subcontractor shall be responsible for all field measurements and shall check elevation and grades to insure proper fitting of its work. It shall not be incumbent upon KC to discover any mistakes, errors, omissions, or deviations from the Contract Document requirements in the Subcontract drawing and the Owner's or GC's final approval of drawings made by the Subcontractor shall not relieve the Subcontractor from responsibility for unauthorized changes, deviations or omissions or for errors any sort in its drawings.

25. **LICENSES AND FEES.** Subcontractor shall be responsible for all taxes, permits, licenses and fees necessary to perform its work, including any increase therein, if any, during the life of the Subcontract.

26. **LABOR FORCE.** Subcontractor shall be responsible for performance regardless of any interference of any trades council or other or union organization. Any work stoppage by employees, which will unreasonably delay the work, will be a breach of the Subcontract subject to the rights set forth in paragraph 15.

27. **NONDISCRIMINATION.** Subcontractor shall not discriminate against any employee for employment, advancement, transfer, layoff or termination because of race, religion, color, sex, marital status, disability or national origin. All Equal Opportunity or affirmative action requirements of the Contract Documents shall be obligations of the Subcontractor.

28. **SUPERINTENDENCE.** Subcontractor shall employ on the jobsite, a competent superintendent, satisfactory to KC with full authority to act on Subcontractor's behalf. KC shall have the right to require replacement.

29. **PATENT INFRINGEMENT.** Subcontractor shall indemnify KC from any use or infringement of patents.

30. **TERMINATION FOR CONVENIENCE.** KC shall have the right to terminate this Subcontract for its own convenience for any reason by giving notice of termination effective upon receipt thereof by Subcontractor. Termination for default under Paragraph 15, if wrongfully made, shall be treated as a termination for convenience under this Article. Settlement of the Subcontract shall be accomplished in accordance with the provisions of the Termination for Convenience clause in the Contract Documents. If none, the Subcontractor shall be paid only the actual cost for work and labor in place, plus ten percent (10%), or a prorata percentage of the Subcontract Price equal to the percentage of Work in satisfactory completion, whichever is less. Subcontractor shall not be entitled to anticipated profits or unallocated overhead on unperformed portions of the Work or any other consequential or direct damages of any kind or description.

31. **ASSIGNMENT.** No assignment hereunder is allowed without written approval of KC.

32. **NOTICES.** All notices required under this Subcontract or the Contract Documents shall be addressed to KC's office at the location set forth above. Notices required by the various provisions of the Contract Documents (not otherwise dealt with herein) shall be due in KC's office in one half (1/2) the time specified in the Contract Documents so that KC will have sufficient time to forward its notice within the required period. Failure of Subcontractor to forward notices in a timely manner as required by the various provisions of the Contract Documents shall operate to waive its rights to any adjustments in Subcontract Price or time if the Owner/GC rejects the claim.

33. **OWNER AND/OR GC APPROVAL.** Where applicable under the Contract Documents, this Agreement is contingent upon Subcontractor or its product being approved by Owner and GC. If a disqualification occurs because of failure to comply with and strictly fulfill the obligations herein said failure shall be deemed a breach by the Subcontractor.

34. **RECITATION AND SEVERABILITY.** Attachments are part of this Agreement. If this Agreement is retained by Subcontractor without executing and returning same within ten (10) days, it shall be deemed accepted; however, acceptance in writing is a condition precedent to payment due hereunder. The Subcontractor shall not deal directly with or work directly for Owner and/or the GC on this project. This instrument is the entire Agreement between the parties. KC assumes no responsibility for any understandings or representations made by any of its officers or agents prior to the execution of this Subcontract, unless such understandings or representations by KC are expressly set forth in this Subcontract. Unless specifically referenced herein and attached hereto, no proposals or terms of any nature submitted by Subcontractor prior to the execution of this Subcontract shall be of any effect. If any provision herein is held to be invalid by any competent court, the remaining Agreement shall survive. This Agreement shall control any inconsistency in any documents referred to or incorporated by reference.

35. **SAFETY.** A. Subcontractor shall comply with OSHA and State equivalent standards and requirements and shall indemnify KC, GC and Owner from any failure to do so, including fines and abatement costs and delays to project. Failure to comply shall be a breach of contract, subject to the provisions of Paragraph 15. Subcontractor shall comply with all safety requirements imposed by KC, the GC or the Owner in addition to safety requirements imposed by law and will conduct operations in a safe manner. Subcontractor shall be liable to KC for any additional costs KC incurs as a result of Subcontractor's failure to operate



safely. KC may conduct safety inspections from time to time. Such inspections shall not relieve Subcontractor from its obligations to adhere to safety requirements nor shall such inspections create any KC liability.

B. Subcontractor shall adopt KC's Drug Free Workplace Policy or a substantially similar policy which satisfies any applicable laws and/or provisions of the Contract Documents, for its employees, agents or representatives who come onto the jobsite and shall require its subcontractors and suppliers who come onto the jobsite to do likewise. KC reserves the right to bar Subcontractor or its employees from the jobsite if Subcontractor fails to enforce KC's policy or a substantially similar policy. Copies of KC's Drug Free Workplace Policy will be made available upon request.

36. GOVERNING LAW AND DISPUTES FORUM. This Subcontract shall be governed by the laws of the state where KC's office address is located as set forth above. Any suit, action or proceeding permitted under this Subcontract and initiated by one of the parties hereto against the other on any matters whatsoever rising out of or in connection with this Subcontract, shall be filed and maintained in the state where KC's office address is located as set forth above, or at KC's sole option, in the state or federal court nearest the Project site.

37. INCORPORATION OF THE REQUIREMENTS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA).

Subcontractor acknowledges that the Prime Contract for this project is / may be subject to the requirements of Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (the "Act") and the implementing FAR regulations (hereafter "FAR Requirements"), including but not limited to FAR 4.15 (American Recovery and Reinvestment Act - Reporting Requirements), FAR 52.203-15 (Whistleblower Protections under the American Recovery and Reinvestment Act of 2009), FAR 52.204-11 (American Recovery and Reinvestment Act - Reporting Requirements), FAR 52.215-2 (Audit and Records - Negotiation) and FAR 52.225-21 (Required use of American Iron, Steel and Manufactured Goods - Buy American Act - Construction Materials). In performing its work on the Project, Subcontractor agrees to comply with the Act and the FAR Requirements. Subcontractor specifically covenants and agrees to provide to KC, whenever requested by KC but not less than on a quarterly basis, all

ACCEPTED BY:

L&J Contractors, Inc.  
(Print Subcontractor Name)

By: Lucas J. Robinson  
(Print Name of Signing Authorized Subcontractor Representative)

Lucas Robinson / President  
(Signature, Title)

DATE: 11/5/2018

**KOMAN Construction, LLC**

Robert Matthew Yates  
(Print Name of Signing Authorized Representative)

[Signature] General Manager  
(Signature, Title)

DATE: November 1, 2018



## ATTACHMENT "A"

## SCOPE OF WORK

The Subcontractor shall provide all labor, materials, supervision, tools, equipment, scaffolding, hoisting and etc., to deliver and install Electrical / Framing / Sheetrock / Finishes / Flooring / Ceilings / Demolition / Concrete / Cabinets / Painting / All wall mounted fixtures / Doors / Hardware / Frames / Floor leveling / Wall Blocking / Lighting / Painting / Security Gates / Floor and Wall Tile / Plumbing / Bathroom Fixtures / Access Ladders and railing / Caulking / Drainage and landscape. Provide all architectural and electrical work to provide compliant and complete areas in accordance with the RFP and the final CBP SOW. Provide everything with exception of Design. Includes all debris removal for the entire project, including, but not limited to, the following:

- Builders' Liability Insurance. Payment and Performance Bond has been waived, in place of a bond, KC will hold 10% retainage on billings through the completion of the project.
- E-Verify: This Subcontract Agreement/Material Supplier Agreement incorporates all FAR provisions included in or incorporated by reference into the contract documents, including specifically, but not limited to FAR 52.222-54 – Employment Eligibility Verification. If this Subcontract Agreement or Material Supplier Agreement exceeds \$3,000, Subcontractor/Vendor must enroll in the E-Verify program as provided by and within the timeframes required by FAR 52.222-54. Subcontractor/Vendor shall ensure that all employees assigned to the project are processed through the E-Verify system. Subcontractor/Vendor shall provide KC with written confirmation of its enrollment in the E-Verify program. Failure to comply with this clause shall constitute a default under the Subcontract Agreement/Material Supplier Agreement. **The website address for enrollment is <https://e-verify.uscis.gov/enroll/>. All personnel working on the jobsite must be enrolled. Once enrollment is complete, print out the enrollment verification sheet and submit to the onsite project manager.**
- Employees and subcontractors' employees shall wear ID badges conforming to CBP security requirements.
- Coordinate all work with CBP activities through the KOMAN Construction, LLC. (hereafter KC) onsite project manager, especially in the scheduling of outages and tie-in to existing utilities.
- Obtain and maintain required permits for your work.
- Layout and engineering for your work.
- All testing and inspection for your work. One (1) original and three (3) copies of test and inspection reports are to be provided to KC, onsite project manager.
- Daily clean up of all demolition and construction debris from your work.
- Designate a Project Manager and a full time or working superintendent.
- Construction fencing, signage and security for material storage as required for your work.
- Red line as built drawings within twenty (20) working days of the completion date of your work. As built drawings are to be updated continuously and is a monthly payment requirement throughout the project.
- Operation and Maintenance Manual material within thirty (30) working days after receiving approved submittals and are a payment requirement throughout the project. Provide Five (5) hard copy and one (1) electronic (pdf) copy of all materials.
- Submit training plan for your portion of the work to the KC project manager not later than 30 days prior to the completion of your work.
- Qualified training instructors for the training of CBP personnel in the Operation and Maintenance of systems furnished and installed under this Contract.
- Submit testing plan for your portion of the work to the KC project manager not later than 30 days prior to the completion of your work.

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 KC JK

- Progress schedule outlining the critical path and a schedule of values showing all items of work, within ten (10) working days of subcontract award. Schedules (including Schedule of Values) shall include Operation and Maintenance Manual materials, As Built drawings, and Closeout documents.
- Cutouts / openings as required for completion of your work.
- Patch, prime, and paint existing cutouts / openings with materials that match the surrounding opening.
- Restore disturbed exterior areas to original condition.
- Filling in and patch all openings and depressions left after the demolition phase. Floor preparation is required to the extent necessary to produce a flat floor as necessary for the finished floor as indicated on the finish schedule. Wall patching will be required for walls designated to remain.
- Submit all material data and shop drawings required by the task order/submittal register. Forward submittal packages to onsite Project Manager or as otherwise directed.
- Assist the KC onsite project manager with collection of equipment/system data 30 days prior to completion of your portion of the work.
- Coordinate all utility requirements for CBP furnished equipment with the KC onsite project manager.
- Provide as-built quantities to help in determining the real property value of the work.
- All ambiguities within the documents require the Contractor to furnish/install the most costly.
- Certified payrolls to be submitted on a weekly basis including all sub-subcontractors to the appropriate KC personnel for processing. Labor rates are based on Davis Bacon Wage Determination #TX180234, modification \_\_\_\_TX234\_\_\_\_, dated \_\_03/23/2018\_\_\_\_\_. (Modification in force at the time RFP is issued)
- Subcontractor will abide by the KC Site Specific Accident Prevention Plan (APP) and Site Specific Quality Control Plan (QCP) for the duration of the subcontract.
- All cost changes and/or deviation to this Contract/Project must be approved in writing by the KC, General Manager, Matthew Yates, prior to the commencement of such work.
- Attendance of the Pre-Work Conference by a responsible representative of your firm when notified by the KC onsite Project Manager.
- All MSDS will be provided before delivering products on site. SDS to be provided separately.
- Personal protective equipment will be utilized always, to include hard hat, safety vest, and safety glasses.
- Provide Arc Flash Safety Plan per requirements of NFPA 70E-2000.
- Provide all submittals required by the submittal register and or specifications. Send submittal packages to the onsite Project Manager or as otherwise directed in writing.
- The contractor is contractually obligated to the Work Plan once it has been submitted to the government for review. The subcontractor will be provided plans as they are designed and will be provided a 4-day opportunity to comment on any changes in the plans that are not part of their contract. Once the 4-working day review period is complete the plans will be submitted to the government and the subcontractor will be held to the plans and specifications as part of their contract.
- Once the subcontractor and General contractor agree to a schedule and durations the subcontractor must maintain the schedule to include increased manpower or overtime; work over the weekend must be scheduled by Wednesday and many times is not allowed if the subcontractor fails to work during the normal work week.
- Food, drink (other than water) and smoking is not allowed in the building. Smoking is only allowed in the designated smoking area. Food and drink is only allowed during lunch hour. If work areas are not kept neat and clean, all food privileges will be removed entirely. Violation of this is grounds for removal from the site.
- Each Submittal should have a cover page that includes your company information, the spec number from the Work Plan, description of the product, and any notes or deviations.

If there are different options within the submittal the product you will be using will need to be clearly marked. Submittals should be reviewed by your company before turning them in to KC. Requirements from the specification should be highlighted within the submittal to draw our attention to the items (i.e. minimum capacity, maximum VOC, etc.)

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Minimum required amount of copies:

- **1** electronic copy of everything
- **4** hard copies of data
- **4** samples or color charts
- **5** hard copies of drawings

If no electronic copy can be supplied, 6 additional hard copies will be required

- \*These are minimum requirements. Additional copies may be required depending on how many people are required for the review the submittal.
- This projects normal business hours are four days a week, 10 hours a day (Monday through Thursday) 6pm to 5am with an hour for lunch from midnight to 1am, unless otherwise required for shutdowns and working around the facility. Or unless other arrangements are approved by KC's Superintendent a minimum of 48hrs. in advance.
- No flammable liquids will be stored in the building overnight, if left on site an approved storage locker and signage must be used
- Liquidated Damages are \$0.00 per day
- Weekly Safety Meeting are on Mondays and must be attended with signed STA if you intend to work that week. STA's are required daily...
- All temporary utilities and facilities required for your work temporary 110V electrical outlets and lighting to be provided inside the building by electrical contractor within 100' of all work.
- **THIS PROJECT BOD DATE IS 3/29/2019**
- Overtime and shift work as required to maintain the agreed upon schedule. The subcontractor has agreed to the schedule if no comments have been received by KC within 1 week of the subcontractor receiving the schedule

#### ABATEMENT/DEMOLITION

- Attend an on-site coordination meeting with KC and the Abatement/Demolition Contractor (ADC) prior to the start of any demolition activities.
- Verify that demolition has been completed by the ADC; all remaining work becomes a part of your contract.
- Dust and dirt control. Maintain (and enhance if needed) barriers constructed by the ADC or provide new isolation barriers. Maintain negative pressure if necessary to control construction dust and debris.
- All utility isolation activities, including isolation for the ADC. Contractors are required to trace out all utilities and to mark each utility to remain with Red paint or other means and all items to be demolished with Green paint prior to and during demolition.

#### EXCLUSIONS

None

**SUBCONTRACTOR RECOGNIZES THAT THE WORK IS BEING PERFORMED IN A FULLY FUNCTIONING GOVERNMENT FACILITY AND THAT THE GOVERNMENT FACILITY MUST REMAIN IN OPERATION WITH MINIMAL INTERRUPTION FROM THE CONTRACTORS. SUBCONTRACTOR SHALL INCLUDE THE COST OF PERFORMING CONNECTIONS TO EXISTING SYSTEMS AND ANY WORK IN OCCUPIED AREAS DURING OFF/NON-DUTY HOURS AND SHALL INCLUDE THE COST OF OCCASIONAL WORK INTERRUPTIONS FROM GOVERNMENT FACILITIES OPERATIONS. SUBCONTRACTOR SHALL COOPERATE FULLY WITH GOVERNMENT FACILITIES PERSONNEL TO MINIMIZE CONFLICTS AND TO FACILITATE USAGE OF THE GOVERNMENT FACILITY.**

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**ATTACHMENT "B"**

**LIST OF CONTRACT DRAWINGS AND SPECIFICATIONS**

**FM DRT - Eagle Pass Repairs**

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Contract No. 70B01C18C0000170 Dated 9/21/2018

**DAVIS BACON WAGE DETERMINATION: TX180234 03/23/2018 TX234**

**PROJECT SCHEDULE DATED 10/1/2018**

**FM DRT - Eagle Pass Repairs**

**ADDENDUM #1**

**RFI'S NUMBER 1 - 4 WITH CBP RESPONSES**

**RFP-SOLICITATION (70B01C18R00000132) (FINAL) Eagle Pass Repairs**

**RFP-Agreement (70B01C18C00000170) (FINAL) Eagle Pass Repairs**

**FINAL-SOW (PR 20105840) dated 6 September 2018**

**THE CONTRACT DOCUMENTS LISTED ABOVE HAVE BEEN PROVIDED TO THE SUB-  
CONTRACTOR FOR REVIEW AND ARE INCLUDED IN THE PRICING OF THE ATTACHED  
CONTRACT.**

Sub LJR  
KC [Signature]

General Decision Number: TX180234 03/23/2018 TX234

Superseded General Decision Number: TX20170234

State: Texas

Construction Type: Building

Counties: Frio and Maverick Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	03/23/2018

\* ASBE0087-002 01/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 22.72	10.02

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BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

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IRON0066-005 06/01/2017

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 21.55	6.73

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LABO0154-001 05/01/2008

	Rates	Fringes
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Laborers: (Mason Tender -  
Cement/Concrete).....\$ 12.98 3.49

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SUTX2009-089 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 17.76	0.00
CARPENTER.....	\$ 18.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27	0.00
ELECTRICIAN.....	\$ 15.85	0.00
LABORER: Common or General.....	\$ 8.50	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 9.50	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75	0.00
OPERATOR: Bulldozer.....	\$ 12.80	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Loader (Front End)....	\$ 10.54	0.00
PAINTER: Brush, Roller and Spray.....	\$ 15.80	0.00
PLUMBER, Includes HVAC Pipe Installation.....	\$ 12.50	0.00
ROOFER.....	\$ 15.10	1.29
SHEET METAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 11.24	0.35

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and



non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION